

**IT Professional Technical Services
Master Contract Program
T#:902-TS**

**Statement of Work (SOW)
For Technology Services
Issued By**

Minnesota Department: Office of Enterprise Technology

Project Title: BPOS Plus

Service Category: Project Management

Project Manager: Rex Andre

Business Need

This is a staff augmentation engagement for a senior project manager for our BPOS Plus set of projects. While the project described below is initially estimated to be for the months of January 7, 2011, through March 31, 2011, with the option to extend up to an additional 15 months upon agreement of both parties.

The primary project is known as BPOS (Implementation of the Microsoft Business Productivity Online Suite). Act in the capacity as the Senior Project Manager for a project known as the "Implementation of the Microsoft Business Productivity Online Suite (BPOS)" project. The State of Minnesota's project management follows the Project Management Institute's (PMI) PMBOK framework.

BPOS is a new offering of Cloud Computing by IBM and represents a significant new endeavor for the State requiring detailed attention to integrated change control, conversion and migration to make this project successful based on aggressive cost, schedule, scope and quality/performance requirements and the grand scale of this statewide implementation. The State of Minnesota is the first government entity to contract for this BPOS offering.

This Microsoft Online Service will allow the State to combine the power of rich desktop-based applications with the flexibility of fully-hosted Internet services. This will give our users an all-in-one integrated experience on the same rich clients our users already know with a consistent look and feel from virtually any device, in almost any location in the State.

This is a project converting to a product which combines business-class e-mail, web conferencing, instant messaging, document collaboration and workflow all designed to work together seamlessly thus replacing much of the State's current offerings. This is a major new State of Minnesota strategic direction and will affect and impact every single State Agency.

The secondary project requiring staff augmentation is our UCC (Unified Communications and Collaboration) project which has been on-going since 2009 and is one of our strategic directions.

Unified Communications and Collaboration (UCC) infrastructure:

- Promotes the effective use of various communication services and collaborative, web-based work spaces.
- Brings the ability to communicate and collaborate with a broad range of interested parties in both real-time and asynchronously
- Can be a key efficiency and productivity differentiator for state agencies.

This UCC project will bring together and coordinate the resources needed to complete service strategy, design, transition and implementation of a UCC roll-out for OET customers.

Project Deliverables

The State of Minnesota has adopted and embraced the PMI-PMBOK framework and deliverables for project management and project managers which is to be fully implemented on these two projects.

Project Milestones and Schedule

This project effort (staff augmentation) is estimated to start January 7, 2011, to March 31, 2011, with the option to extend up to 15 months and be complete no later than June 30, 2012, upon agreement of both parties. The State of Minnesota reserves the right to extend this initial period as needed to accomplish the project goals and milestones.

Project Environment (State Resources)

Both of these projects (BPOS and UCC) are projects already underway and involve the project management of a large number of state resources engaged on these projects. In the case of UCC, most resources are already committed on this project. For BPOS we are currently beginning to ramp up the project resources. Due to the nature of the BPOS project, every agency within the State of Minnesota will be impacted and affected to some degree and a great deal of planning and coordination must first be accomplished.

The State will provide:

- Implementation vendor through a separate contractor
- Project Sponsor
- Project management templates and methodology
- Office space, telephone, voicemail, laptop computer, Internet connection, and email

Agency Project Requirements

- All State agencies will be impacted by the BPOS project as well as the UCC project.
- User and support staff training will be a significant effort on the BPOS project.
- Compliance with the Statewide Enterprise Architecture guidelines
- Compliance with Statewide Project Management Methodology (PMI-PMBOK)
- Location of project is OET, 658 Cedar St., St. Paul, MN 55155.

Responsibilities Expected of the Selected Vendor

Act in the capacity of the BPOS and UCC project manager. The project manager is expected to be well versed in PMI's-PMBOK project management framework and have significant experience and skills in this area and in the use of project management tools such as Microsoft Project and SharePoint.

The Senior Project Manager will also be expected to be in compliance with the State CIO Policy Directives for Project and Project Portfolio Management. These documents can be found at:

- a) http://www.state.mn.us/mn/externalDocs/OET/Project_Management_Core_Standards_of_Practice_CIO_Policy_Directive_040406125934_Required%20Core%20Standards%20of%20Practice%20Policy%20Directive%20001.pdf
- b) http://www.state.mn.us/mn/externalDocs/OET/Project_Portfolio_Management_CIO_Policy_Directive_200602_040406010152_Project%20Portfolio%20Management%20Policy%20Directive%200023.pdf

Required Vendor Skills

Required minimum qualifications:

- Five years experience managing large IT projects or IT programs
- Demonstrated knowledge of PMI's PMBOK

Desired Requirements

- Project management experience leading all or part of project implementing the Microsoft Business Productivity online Suite
- Project Management Professional (PMP) certification or equivalent
- Experience working in a matrix organization
- Experience working in a state agency

Proposal Submission Instructions

Response Information:

- a) To whom to address the response: Rex Andre
- b) Where to respond: rex.andre@state.mn.us
- c) How to label the response: BPOS Plus

Key dates:

- a) Response due date: January 3, 2011, @ 11:00 p.m., Central Time
- b) Expiration date for the vendor's price/terms guarantee
- c) Constraints or rules on respondents: Vendors may only reply to Rex Andre at the e-mail address listed above
- d) Vendors must submit candidate resumes directly to Rex Andre at rex.andre@state.mn.us, by January 3, 2011, @ 11:00 p.m., Central Time

Questions

Any questions regarding this Statement of Work should be submitted via e-mail to rex.andre@state.mn.us. The following deadlines apply:

- Deadline for Questions: December 29, 2010, @ 2:00 p.m., Central Time
- Posted Response to Questions: December 30, 2010, @ 12:00 p.m., Central Time
- Questions and Answers will be posted on the Office of Enterprise Technology website (www.oet.state.mn.us)
- Anticipated Proposal Evaluation Begins: January 4, 2011
- Anticipated Proposal Evaluation and Decision: January 5, 2011

SOW Evaluation Process

This section should only describe what the vendors reasonably need to know or what is required by law. Layout the steps in the evaluation process:

Describe categories and scoring methodology/criteria

- Company (5%)
- Experience (5%)
- Relevant Candidate Experience (60%)
- Cost (30%)

****Note: For procurements exceeding \$544,000, member countries of the World Trade Organization's Government Procurement Agreement must be treated on the same basis as U.S. companies under the terms of the treaty. A reference sheet including a list of current members is available at:**
<http://www.mmd.admin.state.mn.us/Doc/OutsourcingEvalSheet.doc>

Response Requirements

- Introduction
- Company overview
 - a) Company history, growth
 - b) Current financial data if publicly available
- Detailed response to staff augmentation
 - 1) Minimum of 3 resumes
 - 2) Cost per hour for each
- Required forms to be returned or additional provisions that must be included in proposal
 - a) Affirmative Action Certificate of Compliance (if over \$100,000)
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - b) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - c) Immigration Status Certification (if over \$50,000) <http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
 - d) Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
 - e) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
 - f) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and sign the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program Work Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [Thorough Description of Tasks/Duties]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order contract as follows:

(1) **Compensation.** The Contractor will be paid an hourly rate of \$_____ up to a maximum of _____, not to exceed \$_____.

(2) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____. The State will not pay expenses.

(3) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

(4) **Retainage.** Ten Percent of each monthly payment will be withheld to comply with the Retainage Clause set out in the Master Contract.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice and the OET Service Log (attached) for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **MONTHLY.** Invoices must contain the contract number and the dates of services provided and sent to:

Office of Enterprise Technology
ACCOUNTS PAYABLE
State of Minnesota
658 Cedar Street
St. Paul, MN 55155 or
accounts.payable@state.mn.us

4 Authorized Representatives

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Nonvisual Access Standards

Nonvisual access standards require:

- a) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

6 Technology Accessibility Standards

All final products created through this Work Order need to be accessible, particularly meeting the following accessibility standards:

- o Section 508 of the Rehabilitation Act standards
(<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>)
- o Web Content Accessibility Guidelines 2.0, level AA (<http://www.w3.org/TR/WCAG20/>)

7 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 4) Intentional, willful, or negligent acts or omissions; or
- 5) Actions that give rise to strict liability; or
- 6) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as Stat. required by Minn. Stat. §§16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Contract No. B- _____ Object Code: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____

(with delegated authority)

Title: _____

Date: _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By: _____

Title: _____

Date: _____

OET Professional Technical Service Log
(Supporting Documentation for Service Invoice)

Office of Enterprise Technology

Project: _____

Month: _____

Year: _____

Contractor Name: _____

[illegible]